Heritage Park Cooperative Rules and Regulations

- 1- Alterations and Additions The member may not without the prior written consent of the Corporation, make any structural alterations in the premises or in the water, gas or steampipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements or fixtures from the premises. All improvements desired to be made to the premises must first be submitted in writing to the Corporation in care of the Heritage Office and approved by the Board of Directors. Upon written approval, the Board of Directors and management must then approve the actual replacement item prior to its installation in the premises.
- 2- Transfers No in house transfers will be allowed, except those outlined in the HUD Rules and Regulations.
- 3- Guest Policy The guest policy is outlined in your Occupancy Agreement under No Subletting Without Consent of the Corporation. HUD regulations allow for a two week period for a guest to occupy a member 's unit. Only those persons listed on the HUD Form 50059 provided to you at your most recent recertification are allowed to occupy your unit. A guest may remain in your unit for a maximum of 14 days per year. After the 14 days, the guest will be considered living in the unit and will be treated as same.
- 4- Delinquency Also known as Foreclosure of Right of Redemption. In the event the Corporation receives four (4) judgments for repossession of the premises for non-payment of rent against any individual resident in a twelve month period, such judgment shall be absolute and the Resident's ability to redeem the premises shall be foreclosed pursuant to Section 8-401 of the Real Property Article of the Maryland Annotated Code. Such Resident shall thereafter be evicted in accordance with Maryland Law.
- 5- Payment of Rent/Carrying Charges Monthly rent payments may be made by personal check by occupants only. Rents are due on or before the 1st day of each month. After the 5th day of the month, rents must be paid by money order or cashiers check and are considered late and subject to a late charge equal to the greater of 5% of your rent or \$1.00. After the 10th of the month rents are forwarded to an attorney for collection and are subject to a \$50.00 legal fee. The late and legal fee will continue to accrue each month the rent remains unpaid. All rents/carrying charges received will be applied to any outstanding late and/or legal fee owed by the resident from prior months. The remaining balance, if any, will be applied to the payment of the rent/carrying charges due in the month such rent/carrying charges were received. If there exists a deficiency in the payment of the rent/carrying charges due, such deficiency will be subject to the late and legal charges if not paid in a timely
- 6- Returned Checks Upon receipt of notice of a returned check, the member's account is assessed a \$25.00 returned check fee and late fee. All further payments must be made by certified check, money order or cashiers check for a 6 month period. The only exceptions will be the acknowledgment from your bank on company letterhead that the cause of your returned check was a bank error. Late and returned check fees must still be paid. You must contact your bank for reimbursement of these charges if applicable.
- 7- Laundry Room Use Each household is issued one laundry room key. If the key is lost, the replacement fee is \$50.00. No exceptions!! Laundry room privileges will be revoked for the following;
 - 1- To allow anyone, other then members of your immediate household to use your assigned laundry room key.
- 2- To be found miss-using the facility or for any purpose other than laundry. Any damages that occur within the laundry room will be charged to the resident responsible for the damages.
- 8- Trash Disposal All trash items must be disposed of in a plastic trash bag and securely tied. All trash bags are to be placed in the trash containers provided and lid securely fastened.
- 9- Pets No pets are allowed.

10- Utilities - Periodically during inspections by our staff, contractors, etc. it has come to our attention that utility services of gas or electricity and in some cases both have been terminated for various reasons including non-payment. This represents a violation of the Regulations of the Department of Housing and Urban Development and could jeopardize your ability to receive assistance under the Section 8 Program. Should we determine that utility services have been terminated in your unit, you will be considered in violation of the housing code and the Section 8 Assistance Program. You will be given immediate notice of our findings and advised that if utility services are not restored immediately (within 24 hours) Section 8 Assistance will be terminated upon the first day of the following month and you will be responsible for the full payment of the rent for your unit. This will represent a substantial hardship and could cause you to lose your unit altogether. We are sure that you will assist us in complying with this regulation.

- 11- Resident's Obligation To Report Interim Changes All residents must report any changes in household income and composition which either increase or decrease such income or change such income in any other way. All residents must notify management if (a) a household member moves in or out of the unit (b)any adult member of the household who is reported as unemployed on the most recent certification or recertification sent to HUD obtains employment; and (c) the household's cumulative gross monthly income increases by Forty Dollars (\$40.00) or more per month. Any failure to report the changes set forth in Subparagraphs a, b, and c shall be deemed a breach of the Occupancy Agreement and the Corporation shall be entitled to file an action for Breach of Lease immediately thereafter.
- 12- Outdoor Grills Out door grills are strictly prohibited.
- 13- Re-Painting Policy The following policy regarding redecorating (painting) of occupied units is described below;

After two years of occupancy, a resident may request in writing the repainting of their unit. A staff member will inspect your unit to determine if the need is due to normal wear and tear or resident abuse. A letter will be sent to the resident regarding management's findings.

After three years of occupancy, you may request in writing the painting of your unit. No inspection by management is needed.

You will be placed on a waiting list for your unit to be repainted by the date which management received your written request. The Cooperative provides for one coat of paint. Additional coats of paint and wall repairs will be billed back to the resident.

14- Recarpeting - Re-Carpeting may be requested in writing after 5 years of occupancy. Management will inspect the carpet and bring this report to the Board of Directors. The Board will make the final determination of carpet replacement. Once approved, you will be placed on a waiting list. When your name nears the top of the list you will be contacted as to the date you can expect the installation of the carpet.

It is the resident's responsibility to make preparations before the contractor arrives.

- 15- Locks and Keys Each member is provided with a unit key, laundry room key and mail box key at the time of move in. No resident may change the locks on their unit without prior written consent from management. You may request a lock change for your unit by calling the Heritage Office and placing a maintenance request. The charge for change of locks is \$25.00 per set.
- 16- Patio or Balcony No patio or balcony shall be enclosed, decorated or covered by any awning or other enclosure or floor covering.
- 17- Disturbing Noises Residents and their guests are expected to reduce the noise levels after 11:00 PM so that neighbors are not disturbed. In general, no resident shall make or permit to be made any noises that will disturb or annoy the occupants of the other units or permit to be done anything therein which will interfere with the rights, comfort or convenience of the other residents.

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18- General Upkeen - Each resident shall keep his or her unit and the Limited Common Elements which appertain thereto in a good state of preservation and cleanliness. Nothing shall be hung or shaken from any doors, exterior windows, roofs, balconies or terraces of any unit or placed upon the exterior window sills of any unit.

19- Appliances - The installation of major appliances in any unit is prohibited. Such prohibited appliances include, but are not limited to, washing machines, dishwashers, or any appliance that would affect the common elements. Replacement of existing major appliances with comparable equipment is permitted only with the prior written approval of the Board of Directors.

20- Parking - The parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for such parking by the Board of Directors. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the property with conspicuous "For Sale" signs attached.

No washing or repairing of cars is allowed on the premises

21- <u>Use of Common Elements</u> - Any damage to any building, recreational facilities or other common elements or equipment caused by a resident or guest shall be repaired at the expense of the resident.

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Resident Signature	
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Resident Signature	
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— Date	